ORDER FOR SUPPLIES OR SERVICES						Form Appro	oved	P	age 1 Of 19							
1. Contract/Purch Order No. 2. Delivery Order No. 3. Delivery Order No. 4. Delivery Order					2 De	ate Of Or	udou	4 Do	aviation/Dunch De	ion/Purch Request No.		. Certified for Na- onal Defense Under				
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E E					your Oral; Written Qu e following on terms specified herein			-	ation DAAE2000T0102 , Dated							
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O F				Previously Perform	-		r Is Now I	Modified,	, Subjec	ct To All	Of The T	erms A	And Conditions Set	t Forth, A	And Ag	rees To
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Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-P-0321

MOD/AMD

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-P-0321

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITA	RY/FEDERAL	LOCATION OF	FACILITY	ACO
		SPEC/STANDARD	REQUIREME	NT	

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN		PRICE	\$
CLIN		PRICE	\$
CLIN		PRICE	\$
CT.TN	1	DDTCE	ė

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-P-0321

MOD/AMD

Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

5 52 215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999

Page 4 of 19

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
- 2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
- 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

52.233-4503 TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

- 1. REQUEST YOUR QUOTE REMAIN VALID FOR 90 DAYS.
- 2. PLEASE PROVIDE YOUR DUNS NUMBER:_____
- 3. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: _____

*** END OF NARRATIVE A001 ***

The purpose of this amendment is to extend the bid closing date from 21 April 2000 to 28 April 2000.

*** END OF NARRATIVE A002 ***

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	51	EA	\$ 677.00000	\$34,527.00
	NSN: 1015-01-177-2668 NOUN: ADAPTER,GUN MOUNT FSCM: 19207 PART NR: 12323623 SECURITY CLASS: Unclassified PRON: M101A297M1 PRON AMD: 02 ACRN: AA AMS CD: 060011JEE62 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090054H673 W62G2T J 2 DEL REL CD QUANTITY DEL DATE 001 35 18-DEC-2000 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W62G2T) XU DISTRIBUTION DEPOT SAN JOAQUIN				
	TRANS OFC P O BOX 960001 STOCKTON CA 95296-0130 CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0321/0000 DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W52H090054H674 W25GlU J 2 DEL REL CD QUANTITY DEL DATE 001 16 18-DEC-2000				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER DAAE20-00-P-0321/0000				

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite ______ Title _____ Date

1 52.210-4501 TACOM-RI

.210-4501 DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing 12323623 with revisions in effect as of JAN 27, 1999 (except as follows):

DOCUMENT DELETE REPLACE WITH SPI 12323623 MIL-P-116 MIL-STD-2073-1C

QAR 12323623 AQLS MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS

For QAR 12323623 Pg. 1, under STANDARDS add MIL-STD-1916 and under SPECIFICATIONS add MIL-W-63150. Pg. 3, PART II TABLE II add MINOR characteristic 207 as follows"

2-8 Workmanship (See MIL-W-63150)

Visual

Pg. 3, under PART III-CERTIFICATION PROVISIONS add "The Certification Provisions of MIL-W-63150 for Certified Test Reports (CTR)

and Certificates of Conformance (COC) shall apply for the following.

(CS6100)

2 52.210-4502 PHOSPHATE COATING REQUIREMENT

MAR/1995

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank - Automotive and Armament Command, ATTN: AMSTA-LC-CAW-A, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

(End of clause)

(CS6508)

3 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
 - (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is

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Name of Offeror or Contractor: ${\tt CAMTECH\ PRECISION\ MFG\ INC}$

provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

PACKAGING AND MARKING

1

Regulatory Cite	Title	Date
52.211-4501	PACKAGING REQUIREMENTS	SEP/1997

TACOM-RI

- (a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P12323623, revision B, dated 7 JAN 99. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 01 OCT 96
- (b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 MAY 97-8-. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: NONE

(End of clause)

(DS6400)

2 52.211-4502 PACKAGING REQUIREMENTS DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

RECUITREMENTS:

- 1. Packaging Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2. Unit Package
- 2.1 Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
- 2.1 Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
- 3. Intermediate Package
- 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
- 4. Packing
- 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
- 4.2 Shipping containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION:

TEMPLATING: THIS PACKAGE HAS BEEN PREPARED IN ACCORDANCE WITH ACQUISITION REFORM AND TEMPLATING HAS BEEN APPLIED.

(End of clause)

(DS6405)

Reference No. of Document Being Continued Page 11 of 19 **CONTINUATION SHEET** PIIN/SIIN DAAE20-00-P-0321 MOD/AMD Name of Offeror or Contractor: CAMTECH PRECISION MFG INC INSPECTION AND ACCEPTANCE This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

Title Regulatory Cite Date 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

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Name of Offeror or Contractor: ${\tt CAMTECH\ PRECISION\ MFG\ INC}$

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

1

Regulatory Cite	Title	Date
52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

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Name	Name of Offeror or Contractor: CAMTECH PRECISION MFG INC										
CONTRAC	CT ADMINISTRA	ATION DATA									
LINE ITEM	PRON/ AMS CD	OBLG ACRN STAT	ACCOUNTING	CLASSIFICATION			0	OB RDER UMBER	ACCOUNTI STATION	ING	OBLIGATED AMOUNT
0001AA	M101A297M1 50011JEE62	AA 1	97 X4930A	C9G 6D	26KB	S11116			W52H09	\$	34,527.00
									TOTAL	\$	34,527.00
SERVICE NAME Army		AL BY ACRN AA	ACCOUNTING 97 X4930A	CLASSIFICATION C9G 6D	26KB	S11116		ACCOUR STATION W52H09	ON	\$_	OBLIGATED AMOUNT 34,527.00
									TOTAL	\$	34,527.00

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

Regulatory Cite Title Date

52.246-4500 DELETED 15 MAY 00, REPLACED BY HS6510 -- MATERIAL INSPECTION AND MAR/1988
TACOM-RI RECEIVING REPORTS (DD FORM 250)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island ATTN: AMSTA-LC-CAW-A/Irene Mawson Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE

NOV/1998

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

3 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

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Name of Offeror or Contractor: CAMTECH PRECISION MFG INC

section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: ______

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _______

(End of Clause)

(HS7600)

Serving Carrier: _

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CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
5	52.222-26	EQUAL OPPORTUNITY	FEB/1999
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.243-1	CHANGES - FIXED PRICE	AUG/1987
8	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
9	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
10	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
11	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
12	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
13	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
14	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
15	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
16	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
17	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2000

Paragraph (b)(1)(viii) is deleted from this clause.

18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

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(IF7003)

19 52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) <u>Definitions</u>.

As used this clause -

<u>Acquisition cost</u> means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

- (1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.
- (2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

- (1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.
- (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
- (iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.
- (2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

Rental charge = (Rental Time in hours) (.02 per hour) (Acquisition cost)
720 hours per month

(3) <u>Alternate methodology</u>. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60

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days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the <u>Federal Register</u> semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) <u>Use revocation</u>. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) <u>Unauthorized use.</u> The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

20 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

List of			Number	
Addenda	Title		of Pages	Transmitted By
Attachment 001	HARD COPY DRAWING 12323623		003	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423		000	
Attachment 004	LIST OF ADDRESSES		001	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	05-FEB-99	001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)